

APPENDIX WP

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APPENDIX WP (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a **SBC WISCONSIN**.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC WISCONSIN, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 **SBC WISCONSIN** publishes alphabetical White Pages (WP) directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and wishes to include listing information for its End Users in the appropriate **SBC WISCONSIN** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 **SBC WISCONSIN** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Appendix.
- 2.4 Subject to **SBC WISCONSIN**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC WISCONSIN** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC WISCONSIN** practices are subject to change from time to time.
- 2.5 When CLEC provides its subscriber listing information to **SBC WISCONSIN** listings database, CLEC will receive for its End User, one primary listing in **SBC WISCONSIN** White Pages directory and a listing in **SBC WISCONSIN**'s directory assistance database.
 - 2.5.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC WISCONSIN** will assess CLEC a monthly charge for such listings at **SBC WISCONSIN** tariff rates. An additional monthly charge at **SBC WISCONSIN**'s tariff rate applies when CLEC wishes to list an End User in **SBC WISCONSIN**'s Directory Assistance database but does not wish to have its End User listed in **SBC WISCONSIN**'s White Pages directory. In addition, CLEC may elect to have its

End User unlisted and the listing not published in **SBC WISCONSIN**'s White Pages directory for a monthly charge for those non-published, non-listed services.

- 2.6 CLEC shall furnish to **SBC WISCONSIN**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC WISCONSIN** may require preparing and printing the alphabetical listings of said directory.
- 2.7 CLEC may provide **SBC WISCONSIN**, CLEC's subscriber listing information for inclusion in the White Page directory in either a mechanical or manual feed of the listing information to **SBC WISCONSIN**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among **SBC WISCONSIN**'s subscriber listing information. CLEC shall furnish to **SBC WISCONSIN**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC WISCONSIN** may require preparing and printing the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.
- 2.7.1 **SBC WISCONSIN** shall not be required to deliver a directory to a CLEC End User until new White Pages directories are published for that End User's location.
- 2.7.2 **SBC WISCONSIN** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 **SBC WISCONSIN** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC WISCONSIN** and other LECs. **SBC WISCONSIN**'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the Parties and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC WISCONSIN**.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **SBC WISCONSIN** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC WISCONSIN**'s subscriber listing information. In exchange for **SBC WISCONSIN** serving as the single point of

contact and handling all subscriber listing information equally, CLEC authorizes SBC WISCONSIN to include and use the CLEC subscriber listing information provided to SBC WISCONSIN pursuant to this Appendix in SBC WISCONSIN's White Pages directory, SBC WISCONSIN's directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC WISCONSIN's use of CLEC's subscriber listing information in SBC WISCONSIN's directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 SBC WISCONSIN further agrees not to charge CLEC for serving as the single point of contact with Independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC WISCONSIN's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC WISCONSIN's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC WISCONSIN.

4. PRICING

- 4.1 SBC WISCONSIN - The rates, if any, for SBC WISCONSIN White Page directories will be in accordance with a separate directory services agreement with SBC WISCONSIN's directory publishing affiliate. SBC WISCONSIN

5. ASSIGNMENT (Unauthorized Use)

- 5.1 Except as stated in Section 3 herein, CLEC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures CLEC takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases SBC WISCONSIN from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC WISCONSIN under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages except where SBC WISCONSIN acted with recklessness or willful misconduct.
- 6.2 CLEC shall indemnify, protect, save harmless and defend SBC WISCONSIN (and/or SBC WISCONSIN's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber

listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC WISCONSIN, and/or against SBC WISCONSIN alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, SBC WISCONSIN may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse SBC WISCONSIN for reasonable attorney's fees and other expenses incurred by SBC WISCONSIN in handling and defending such demand, claim and/or suit.

- 6.3 CLEC further agrees to pay all costs incurred by SBC WISCONSIN and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 6.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC WISCONSIN's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.